



**FEMA**

# ATTACHMENT I FY 2006 REPETITIVE FLOOD CLAIMS PROGRAM AGREEMENT ARTICLES

**Department of Homeland Security  
Federal Emergency Management Agency  
Repetitive Flood Claims Program Agreement Articles**

**CFDA#97.092**

GRANTEE: \_\_\_\_\_

AGREEMENT NUMBER: \_\_\_\_\_ AMENDMENT NUMBER: \_\_\_\_\_

DESIGNATED AGENCY: \_\_\_\_\_

PERFORMANCE PERIOD: \_\_\_\_\_

## **GENERAL INFORMATION**

The Repetitive Flood Claims (RFC) grant program provides funding to States, Territories, Tribal entities and communities to reduce or eliminate the long-term risk of flood damage to structures that are insured under the National Flood Insurance Program (NFIP), that have had one or more claims for flood damages, and that are located within a State or community that can not meet the requirements of the Flood Mitigation Assistance (FMA) program for either cost share or capacity to manage the activities. The long-term goal of the RFC program is to reduce or eliminate flood claims under the NFIP through mitigation activities that are in the best interest of the National Flood Insurance Fund (NFIF). The Catalog of Federal Domestic Assistance (CFDA) number is 97.092. Any changes of scope to the original project application must be approved by FEMA prior to September 30 of FY 2006.

## **ARTICLE I – FEMA AUTHORITY**

The United States of America through the Federal Emergency Management Agency (FEMA) which is now incorporated into the Department of Homeland Security, (hereinafter referred to as "the Grantor") agrees to grant to the State/Indian Tribe/Territory government, through its designated agency named above (hereinafter referred to as "the Grantee") funds in the amount specified on the obligating document, to support the RFC program, authorized under Sections 1323 and 1310 of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 USC 4011 et seq., as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, with the goal of reducing flood damages to properties insured under the NFIP. The Grantee agrees to abide by the Grant Award terms and conditions as set forth in this document.

## ARTICLE II – PROJECT DESCRIPTION

The Grantee shall perform the work described in the application package and made a part of these Grant Agreement Articles.

## ARTICLE III – PERIOD OF PERFORMANCE

The initial performance period for the Grantee shall be no more than two (2) years. The period of performance shall be [AWARD DATE] through [END DATE]. The recommended performance period of all RFC grants is two years.

## ARTICLE IV – AMOUNT AWARDED

This Grant is for the administration and completion of an approved Repetitive Flood Claims grant award for fiscal year 2006. Grant Agreement funds may not be used for other purposes. If costs exceed the maximum amount of FEMA funding approved, the Grantee shall pay the costs in excess of the approved budget. The amount awarded is \$\_\_\_\_\_ of Federal funds.

The approved budget for this award by category is:

	FEMA	NON-FEDERAL	TOTAL
Personnel	_____	_____	_____
Fringe Benefit	_____	_____	_____
Travel	_____	_____	_____
Equipment	_____	_____	_____
Supplies	_____	_____	_____
Contractual	_____	_____	_____
Construction	_____	_____	_____
Other	_____	_____	_____
TOTAL DIRECT	_____	_____	_____
Indirect Charges	_____	_____	_____
TOTAL BUDGET	_____	_____	_____

The Grantee shall follow Title 44 Code of Federal Regulations (CFR) Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Office of Management and Budget Circulars A-102 and A-87, and program guidance to implement this Grant Award.

## ARTICLE V – FEMA OFFICIALS

A. FEMA officials for the Repetitive Flood Claims Grant are as follows:

1. The Project Officer (PO) shall be an official at the FEMA Regional Office who will be responsible for the technical monitoring of the stages of work and technical performance of the activities described in the application.

The Project Officer is: \_\_\_\_\_

2. The Assistance Officer (AO) is the FEMA official who has full authority to negotiate, administer and execute all business matters of the Grant.

The Assistance Officer is: \_\_\_\_\_

#### **ARTICLE VI. OTHER TERMS AND CONDITIONS**

The specific terms and conditions of this agreement are as follows:

**ASSURANCE COMPLIANCE:** The certifications signed by the Grantee in the application relating to maintenance of a Drug-Free workplace (44 CFR Part 17, Subpart F) and New Restrictions on Lobbying (44 CFR Part 18) apply to this grant agreement and are incorporated by reference.

**BUDGET REVISIONS:** The Grantee shall follow prior approval requirements for budget revisions found in 44 CFR 13.30. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget. If a Grantee estimates that it will have obligated funds remaining after the end of the performance period, the Grantee must report this to the FEMA Regional Office at the earliest possible time and ask for disposition instructions.

**CLOSE OUT: Reports Submission:** Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days:

- (1) final Financial Status Report (FF 20-10);
- (2) final program performance report;
- (3) inventory of equipment purchased under each grant's funds;
- (4) inventory of Federally-owned property; and
- (5) other required documents specified by program regulation.

**Report Acceptance:** FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee and FEMA's records, and close out the grant in writing.

**Record Retention:** Records shall be retained for 3 years (except in certain rare circumstances described in 44 CFR 13.42) from the date the final financial status report is submitted to FEMA in compliance with 44 CFR 13.42.

**CONSTRUCTION PROJECT REQUIREMENTS:** Acceptance of Federal funding requires the Grantee and any Sub-grantees to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding. Any change to the approved scope of work will require re-evaluation for Grantee and Sub-grantee compliance with the National Environmental Policy Act and other laws and Executive Orders. If ground disturbing activities occur during construction, the Grantee and any Subgrantees must ensure monitoring of ground disturbance and, if any potential archeological resources are discovered, the Sub-grantee will immediately cease construction in that area and notify the Grantee and FEMA.

**COPYRIGHT:** The Grantee is free to copyright any original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

**ENFORCEMENT:** FEMA enforcement remedies shall be processed as specified in 44 CFR 13.43, Enforcement when the Terms and Conditions of this Grant Award are not met.

**EQUIPMENT/SUPPLIES:** The Grantee must comply with the regulations listed in 44 CFR 13.32, Equipment, 44 CFR 13.33 Supplies, and 44 CFR 13.36 Procurement, and must be in compliance with state laws and procedures.

**FUNDS TRANSFER:** No transfer of funds to agencies other than those identified in the approved grant agreement shall be made without prior approval of FEMA.

**INSURANCE:** In compliance with Public Law 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any Federal assistance provided to a person for the repair, replacement, or restoration for damage to any personal, residential or commercial property at any

time must maintain flood insurance if the property is located in a Special Flood Hazard Area.

**PAYMENT:** The Grantee shall be paid in using the Health and Human Services (HHS) Payment Management System, Smartlink, provided Grantee maintains, or demonstrates the willingness and ability to maintain, procedures to minimize the time elapsing between the transfer of the funds and disbursement by the Grantee / Sub-grantee. The Grantee commits itself to: 1) initiating cash draw downs only when actually needed for its disbursement; 2) timely financial reporting per FEMA requirements, using the SF 269 or equivalent report; and 3) imposing the same standards of timing and amount upon any secondary Grantee. Sub-grantees must comply with the same payment requirement as the Grantee and must comply with the requirements specified in the Grantee's Sub-grant award agreements.

**EXTENSIONS:** Requests for time extensions to the Performance Period will be considered but will not be granted automatically and must be supported by adequate justification submitted to the Regional Office in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended Performance Period; and a description of performance measures necessary to complete the activity. Without justification, extensions requests will not be processed. Financial and progress reports must be current in order for a time extension to be considered.

**RECOVERY OF FUNDS:** The Grantee will process the recovery of assistance paid to Sub-grantees processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement. All fraud identifications will be reported to the FEMA Inspector General's office. The Grantee agrees to cooperate with investigation conducted by the FEMA Inspector General's office.

**REFUND, REBATE, CREDITS:** The Grantee shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Grantee shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in connection with amounts due.

**REPORTS:**

Federal Cash Transaction Report: If the Grantee uses HHS-SMARTLINK, the Grantee shall submit to FEMA a copy of the PMS 272 Cash Transaction Report submitted to HHS.

Financial Status Report: The Grantee shall submit Financial Status Reports, Federal Form 20-10, to the FEMA Regional Office 30 days after the end of each Federal quarter following the initial grant award. The Regional Director may waive the initial report. The Grantee shall submit quarterly financial status reports thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. The grantee shall submit copies of all financial reports to the Assistance Officer, listed under Article V, FEMA Officials.

Performance Report: The Grantee shall submit performance reports to the FEMA Regional Office within 30 days after end of each quarter. The Regional Director may waive the initial report. The

Grantee shall submit quarterly performance reports thereafter until the grant ends. Reports are due January 30, April 30, July 30, and October 30. Performance Reports shall be submitted to the Assistance Officer, listed under Article V, FEMA Officials.

The report shall consist of a comparison of actual accomplishment to the approved activity objectives. Quarterly performance report shall report the name, completion status, expenditure, and payment-to-date of each approved activity/sub-grant award under the Grant Award.

Final Reports: The Grantee shall submit a Final Financial Status Report and Performance Report 90 days after the close of the grant. Final performance reports for project grants shall include a complete listing of properties mitigated

**TERMINATION:** The Grantee, Sub-grantee, or FEMA may terminate grant award agreements by giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Grantee's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the grant award will be commenced and processed as prescribed under Article VII. 3.

**AUDITS:** Grantees must follow the audit requirements of Office of Management and Budget (OMB) Circular No. A-133.

**ENVIRONMENTAL CONSIDERATIONS:** Grantees and sub-grantees shall support FEMA's review by preparing necessary studies, documentation and assessments, in accordance with 44 CFR Part 10.7(c)(2). Grantees and sub-grantees shall integrate environmental and cultural resources considerations and compliance into initial planning, decision-making and project development to facilitate and assist FEMA with compliance with applicable laws and Executive Orders. Grantees and subgrantees shall consult with the FEMA Regional Environmental Officer concerning specific requirements and technical assistance, in accordance with 44 CFR 10.7(c)(1), for integrating environmental and cultural resources compliance into project planning and design. All required project conditions resulting from FEMA's environmental and historic preservation review must be implemented as directed to maintain eligibility for funding. Any change in scope affecting the physical footprint, size, location, capacity, or nature of the proposed project must undergo additional environmental review.

## **ARTICLE VII – GOVERNING PROVISIONS**

The Grantee and any Sub-grantees shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants is attached hereto for reference only.

The Grantee and any Sub-grantees shall also be bound by the Repetitive Flood Claims Program Guidance document. The following Office of Management and Budget circulars are also applicable to this grant:

OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

OMB Circular A-87 Cost Principles for State and Local Governments

OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations

**COMMONLY APPLICABLE STATUTES AND REGULATIONS**

The National Flood Insurance Act of 1968, as amended, 42 U.S.C. §§ 4030 (NFIA).

Title 44 of the Code of Federal Regulations (CFR)

31 CFR 205.6 - Funding techniques

**ASSURANCES:** Submitted with the SF 424 Application for Federal Assistance

**APPLICATION:** Grant application received by FEMA on \_\_\_\_\_ with revisions received on \_\_\_\_\_.